

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Veridiam, Inc.		01/31/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Cole Taylor Bank		
Street Address:	9550 W Higgins Road		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	Banking Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3184962	VERIDIAM	
Registration Number:	3631957	XCALIBER	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	320868-15		
NAME OF SUBMITTER:	Kristin Brozovic		
Signature:	/Kristin Brozovic/		

Date:

02/15/2013

**Total Attachments: 7**

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## **GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS**

WHEREAS, Veridiam, Inc., a Delaware corporation ("**Grantor**"), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, COLE TAYLOR BANK, an Illinois banking corporation (the "**Grantee**"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement, dated as of January 31, 2013, among the Grantor, Allied Swiss Screw Products, LLC and the Grantee (as amended from time to time, the "**Credit Agreement**"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, (ii) the patents and patent applications (the "**Patents**") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of the date of the Credit Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

*[signature page to follow]*

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

**GRANTOR:**

VERIDIAM, INC.,  
a Delaware corporation

By: Thomas W. Cresante  
Name: THOMAS W. CRESANTE  
Title: \_\_\_\_\_

**GRANTEE:**

COLE TAYLOR BANK,  
an Illinois banking corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

**GRANTOR:**  
VERIDIAM, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GRANTEE:**  
**COLE TAYLOR BANK,**  
an Illinois banking corporation

By: Cindy Jamrozak  
Name: Cindy W. Jamrozak  
Title: SVP

**ACKNOWLEDGMENT**

STATE OF CALIFORNIA )  
COUNTY OF Los Angeles )

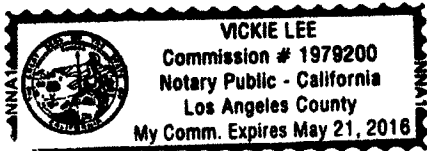
On January 30, 2013 before me, Vickie Lee, a Notary Public, personally appeared Thomas Wayne Cresante who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Vickie Lee

(Seal)



STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of January \_\_, 2013, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn did depose and say that he is the \_\_\_\_\_ of Veridiam, Inc., a Delaware corporation, the company described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

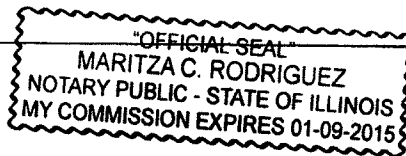
STATE OF Illinois )  
 )  
COUNTY OF Cook )

On this 31 day of January \_\_, 2013, before me personally came Cindy Samroziate, to me known, who, being by me duly sworn did depose and say that he is a Senior VP of Cole Taylor Bank, an Illinois banking corporation, the company described in and which executed the foregoing instrument and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Maritza C. Rodriguez  
Notary Public

My Commission Expires: \_\_\_\_\_



**Schedule A - Trademarks**

<b>Country</b>	<b>Trademark</b>	<b>Registration #</b>	<b>Issue Date</b>	<b>Owner</b>
US	Veridiam	3,184,962	12/12/06	Veridiam, Inc.
US	Xcaliber	3,631,957	6/2/09	Veridiam, Inc.



**Schedule B – Patents**

<b>Country</b>	<b>Patent Title</b>	<b>Patent #/ (Application #)</b>	<b>Issue Date/ (File Date)</b>	<b>Owner</b>
US	Method of Fabricating a Welded Metallic Duct Assembly	5,407,494	4/18/95	Veridiam, Inc.
US	Fuel Channels with Off-Centerline Welds	5,574,761	11/12/96	Veridiam, Inc.
US	Ultrasonic Degreasing Cleaning and Drying	6,145,518	11/14/00	Veridiam, Inc.
US	Functionally Gradient Cladding for Nuclear Fuel Rods	5,711,826	1/27/98	Veridiam, Inc.
US	Bulk Ultrasonic Degreasing, Cleaning, and Drying Apparatus and Method of Using Same	6,145,518	11/14/00	Veridiam, Inc.
US	Bulk Ultrasonic Degreasing, Cleaning, and Drying Method	6,279,584	8/28/01	Veridiam, Inc.